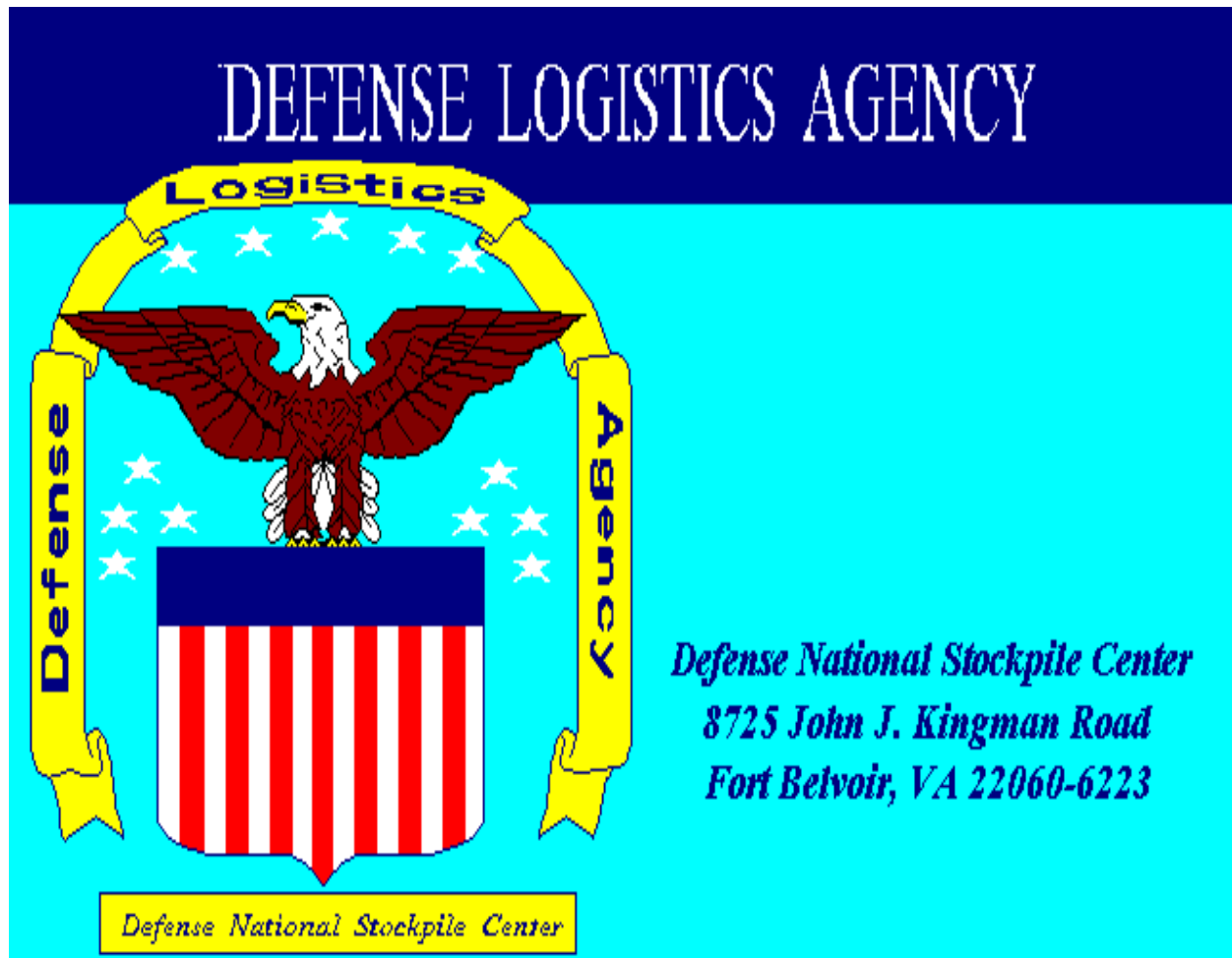


DLA-DIAMONDS-011

INVITATION FOR BIDS

FOR INDUSTRIAL DIAMOND STONES



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SECTION A - INVITATION

A.1 Introduction (NOV 98)

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting bids for the sale of approximately 412,205.75 carats of industrial diamond stones. The bid opening will be held on Thursday, May 23, 2002 at 1:00 p.m., local time, Ft. Belvoir, VA. Bids (**including bid deposit and all other documentation required in Section B.2**) must be received at the address in Section B.3.a. by 1:00 p.m., local time, Ft. Belvoir, VA. In the event DNSC is closed at that time, bids for that day will be received at 1:00 p.m., local time, Ft. Belvoir, VA on the next DNSC business day.
- b. Delivery is F.O.B. First National City Bank (Citibank) vault, 640 Fifth Avenue, New York, New York 10019. (See F.1)
- c. This invitation supersedes Invitation for Bids DLA-Diamonds-010, which is hereby canceled in its entirety.

A.2 Financial Exposure Limit (JAN 02)

The Government will establish a financial exposure limit (maximum level of business the Government will allow) for each Bidder. The financial exposure limit shall be determined based upon the following:

1. Financial Position of the Bidder
2. Past Performance
3. References (Suppliers, Financial Institutions)
4. Credit Reports

If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time that the Contractor satisfactorily performs existing contracts or the Government increases the exposure limit.

A.3 Description (JAN 95)

- a. A complete description of the material offered for sale is listed in Section I.2.
- b. Government analyses indicate that the material conforms to the data listed in Section I.2; however, **no warranty or guarantee** is made that the material so conforms or that it will be suitable for any particular purpose.

A. Foreign Trade Statistics Regulations

- a. The Contractor shall determine any export license requirements, obtain any export licenses or other official authorization required for export, and carry out any US Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 CFR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either—
 1. Engage a United States Forwarding Agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 2. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The DNSC shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

SECTION B – PREPARATION AND SUBMISSION OF BIDS

B.1 Bid Deposit

- a. All bids shall be accompanied by a deposit of **at least 10% (ten-percent) of the total amount of the bid.** Bid deposits shall be furnished by a wire transfer, certified check, cashier's check or bank check made payable to the Defense Finance and Accounting Service – Columbus. **Checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. Failure to submit a bid deposit in the form and amount prescribed above shall render the bid non-responsive and ineligible for award.** The bid deposit shall be held and applied to the **last** release under a resulting contract.
- b. If the bidder increases a bid by modification, including facsimile modification, the bidder must submit an additional deposit sufficient to increase the total amount of the deposit to at least 10% (ten-percent) of the total bid (after modification). Alternatively, the bidder may submit an original bid deposit for an amount greater than 10% of the bid, in anticipation of a future modification of the bid. In any case, **all bid deposits, totaling at least 10% (ten-percent) of the total bid, must be received prior to the designated bid opening time of 1:00 p.m. Local Time Ft. Belvoir, VA, on May 23, 2002, or the bid will be considered non-responsive and**

will not be evaluated. Any bid deposit transmitted by a wire transfer must be confirmed as received in DNSC's account prior to the 1:00 P.M. bid opening.

- c. If an award is made for a portion of the material upon which a bid was made and the bid deposit was composed of multiple checks, the Government will retain only those checks with an aggregate value sufficient to meet the bid deposit requirement. The remaining checks will be returned within 10 (ten) working days after award. The Government reserves the right to set off any unused portion of the bid deposit against any indebtedness arising out of prior transactions. (See **G.10.**)

B.2 Submittals (MAR 02)

Bidders shall submit **all** of the following documents along with the bid unless otherwise noted:

- a. **Section I.1 Sale of Government Property Bid and Award (JAN 01)** with the section entitled "Execution by Bidder" completed.
- b. **Section I.2, Item Bid Page – DLA-Diamonds-011 (MAY 02)** with (1) Unit Price Bid Per Carat; (2) Total Bid Price; (3) Total Bid Row (p.30); and (4) Company Name; (5) Name and Title; (6) Signature and (7) Date blocks completed. Where there is a discrepancy between the unit price and the total bid price, the unit price will govern.
- c. **Section I.3, Certificate of Independent Price Determination (JAN 01)** with (b)(2)(i) completed.
- d. **Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01).**
- e. **Representations, Certifications and Identifications at Section I.3 through I.7.** Bidders please note: If Annual Representations, Certifications and Identifications have previously been submitted this fiscal year, they need not be resubmitted.
- f. **Bidders shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that might verify their financial level of business transactions; e.g., a list of references.**

- g. Bidders shall submit the financial documentation to the following address/facsimile number prior to time set for receipt of bids:

Defense National Stockpile Center
Attn: Industrial Diamond Stones Contract Specialist, DNSC-C2
8715 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5484

B.3 Minimum bid

- a. The minimum bid for material shall be an entire line item. A bid for less than the minimum quantity shall be considered non-responsive and ineligible for award.

B.4 General Information (JUL 97)

- a. Facsimile bids and modifications will be accepted in accordance with Section B.6. Bids may also be submitted by mail to:

ATTN: DNSC-XO (Bid Custodian)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, Virginia 22060-6223
Facsimile No: (703) 767-5541

Place the name and address of the Bidder in the upper left corner and the following information in the lower left corner on the face of the envelope:

INVITATION FOR BIDS
DLA-Diamonds-011

- b. The Bidder agrees, if its bid is accepted by the Government within 20 (twenty) working days from the date specified in the Invitation for receipt of bids, to purchase any or all material on which bids are made at the price bid and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Bid and Award (JAN 01)**.
- c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as agent and shall tender the bid in the name of the principal.

B.5 Late Submissions, Modifications, and Withdrawals of Bids (NOV 00)

- a. Bidders are responsible for submitting bids, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Bidders may use any transmission method authorized by the solicitation (i.e., regular mail, electronic commerce or facsimile).
- b. (1) Any bid, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made and, the Contracting Officer determines that accepting the late offer would not unduly delay the sale, and—
 - (i) If it was transmitted through an electronic commerce method authorized by the Invitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government’s control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the Invitation, and urgent Government requirements preclude amendment of the Invitation closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the Invitation on the first work day on which normal Government processes resume.
- e. Bids may be withdrawn by written notice at any time before the exact time set for receipt of bids. If facsimile bids are authorized, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in **B.6**. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B.6 Facsimile Submissions (JUL 97)

Facsimile bids and modifications will be accepted any time prior to the exact time set for receipt of bids. Facsimile withdrawals will be accepted any time before time of bid opening. **Bidders must use the facsimile number: (703) 767-5541.**

- a. Definition: "Facsimile submission," as used in this Invitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Bidders may submit facsimile submissions as responses to this Invitation. These responses must arrive at the place, and by the time, specified in the Invitation.
- c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Invitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Bidder agrees to promptly submit the complete original signed submission.
- f. If the Bidder chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete submission.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of submission.
 - (5) Failure of the Bidder to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

B.7 Consideration of Bids (FEB 98)

The Government reserves the right to—

- (1) Reject any or all bids;
- (2) Waive any informalities and minor irregularities in a bid;
- (3) Unless otherwise specified by the Bidder—
 - (i) Award a quantity less than the quantity bid at the unit price bid, and;

- (ii) Accept any one item or group of items in a bid, as may be in the best interest of the Government.

B.8 Evaluation of Bids (JUL 97)

- a. Bids will be evaluated on the basis of price alone.
- b. "All or none" bids will not be accepted.

B.9 Responsiveness of Bids (JUL 98)

- a. To be considered eligible for award, bids must be responsive. A responsive bid is one that fully complies with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.
- b. A bid must clearly state the unit price (fixed price only) for each line item bid.
- c. Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid non-responsive and ineligible for award. For example, failure to fill in the unit price for each line on the Item Bid Page for which a bid is submitted may render the bid(s) non-responsive and ineligible for award.
- d. Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered non-responsive.
- e. Any bid that does not include Section **I.1 Sale of Government Property Bid and Award (JAN 01)** fully executed (filled out and signed) will be rendered non-responsive unless:
 - (1) the bidder accepts all terms and conditions of the Invitation and
 - (2) award of the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.
- f. Bids that reject, modify or add any terms, conditions or provisions shall render the bid non-responsive and ineligible for award.

B.10 Responsibility Determination (MAR 02)

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Bidders shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and ineligible to submit bids if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (e.g. failure to pay for or remove material on time).

In addition to looking at past performance, DNSC will also review the current Dun & Bradstreet report and any other credit reports.

B.11 Contract Award (JUL 97)

A written award or acceptance of a bid signed by the Contracting Officer and furnished to a successful Bidder within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Invitation.

SECTION C – INSPECTION (JUN 98)

- a. Bidders, or their designees, are encouraged to inspect the diamond stones prior to submitting a bid. The material will be available for inspection at the place and times specified in paragraphs **b.** and **c.** below. **No sampling of the material will be permitted. A picture identification of all persons entering the Citibank Vault is required.**
- b. The bidder, or its designees, may at its sole cost and expense, inspect the samples of industrial diamond stones exhibited at the Government vault, DNSC Diamond Sales Center, located in the Citibank Vault, 640 Fifth Avenue, New York, NY. The samples of the industrial diamond stones that are available for inspection are representative of the line items offered for sale. In no case will failure to inspect the material constitute grounds for the withdrawal of a bid after opening.
- c. Inspection of the industrial diamond stones may be made **by appointment only** between the hours of 9:00 a.m. and 2:30 p.m., local time, New York, New York. Inspection of material will begin Monday, April 1, 2002 and continue through close of business on May 21, 2002. A request for an appointment should be made in writing on the firm's letterhead to the address below:

Ms. Mary Jackson
DNSC-OL
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Telephone: (703) 767-6518
Facsimile: (703) 767-6795

- d. The request to inspect shall include the name and title of each individual wishing to examine the material at the vault. **No more than two (2) representatives per firm will be permitted to examine the samples at any one time and the number of days allowed for each firm to make inspections will be limited to no more than three (3) days.** In the event that a bidder's schedule precludes a written request for an appointment, an appointment to inspect the material may be made by telephone at (703) 767-6518. Appointments will be scheduled on a first-come, first-served basis. To insure that a bidder receives an appointment to inspect material, it is recommended that the bidder submit a request for inspection as soon as possible.
- e. The following inventory control procedures will be in effect during the inspections of industrial diamonds:
 - (1) Each sample of stones to be inspected will be weighed by the Government prior to inspection. The weighing shall be witnessed by the bidder's representative.
 - (2) The Government will maintain an inspection log showing the weight of each sample of stones to be released to the bidders'

representative conducting the inspection. Prior to beginning the inspection, both the Government representative and the bidder's representative will indicate, by signature in the log, confirmation of the weight of each sample.

- (3) After the completion of each inspection, the inspected sample of stones shall be returned to the Government and will be weighed again. This weighing shall be witnessed by the bidder's representative who conducted the inspection.
 - (4) The weight of the returned sample of stones and any difference in the weights prior to and after the inspection shall be noted in the inspection log. Both the Government representative and the individual who conducted the inspection will indicate, by signature in the log, confirmation of the weight of each sample returned to the Government after inspection.
 - (5) Any discrepancy between the weight of the sample of stones upon release and upon its return shall be documented and reported to the proper authorities for appropriate action.
 - (6) There will be no sieving of industrial diamond stone samples.
- f. Bidders, their agents and representatives shall comply at all times with the rules of the storage location.

SECTION D - PAYMENT

D.1 Payment (FEB 98)

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.3**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one (1) week or the wire transfer may be returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
- d. Invoices issued for material adjustments, for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all monies due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. **No material will be released until all delinquent charges are paid.** (See Sections **F.1.a.** and **G.10.**)

D.2 Payment Due Date (JUL 97)

- a. Payment shall be made before the release of material and before the time specified in the executed Section **I.1 Sale of Government Property Bid and Award (JAN 01)**. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or holiday, the payment due date will be extended to the next Government business day.

D.3 Interest (JUL 97)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Bid and Award (JAN 01)**; or
 - (2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL

E.1 Removal of Material (FEB 98)

- a. The contract period is based on the dollar value of material awarded and begins on the date of contract award. The contract removal periods are designated as follows:

<u>Total Contract Value</u>	<u>Removal Period</u>	<u>Max. # of Releases</u>
\$ 0.00 - \$ 4,000,000.00	90 days	4
\$ 4,000,000.01 - \$10,000,000.00	120 days	8
\$10,000,000.01 and above	150 days	10

- b. The contract period **includes** Saturdays, Sundays, and holidays. If the Government is closed the last day of the contract period or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7** Default of the Invitation.
- b. The storage charge is the greater of the following: (1) **\$0.005 per carat** or fraction thereof for each 30 day period regardless of whether the material remains in storage for a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced monthly. **Payment shall be due promptly upon receipt of invoice.**
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material. (See Section **G.7 Default**.)

SECTION F - SHIPPING

F.1 Request for Shipment (JUL 97)

- a. Delivery is F.O.B. Citibank vault, New York, NY. At least seven (7) working days prior to the date shipment is required to commence, the Contractor shall complete and fax the form in Section **J.2 Shipping Instructions (JAN 01)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section **I.6** as being authorized to request shipment of material on behalf of the Contractor. Requests for shipment of industrial diamonds will be for complete items only. **No material will be released until all outstanding delinquent charges and payments have been satisfied.**
- b. The Contractor shall furnish the form in Section **J.2 Shipping Instructions (JAN 01)** to the Contracting Officer **not later than 4:00 p.m., local time, on the Friday before release is to be made.** This will enable the Contractor to pick-up the material on the following Thursday.
- c. Releases will not be processed unless accompanied by payment.
- d. Releases will only be made on Thursdays. Pick-up must be between the hours of 10:00 a.m. and 3:00 p.m. There will be **no** pick-ups on holidays.
- e. "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier and name of an individual who will serve as a contact for the carrier (please include a telephone number where this contact can be reached).
 - (4) "Ship to" location.
 - (5) Minimum load per conveyance (optional)
 - (6) Desired shipping schedule.
 - (7) Name and telephone number of an agent who can furnish additional shipping information, if needed.
 - (8) Any additional pertinent information.
- f. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from Mr. Vince Cangro at (703) 767-6518.
- g. For hand-to-hand delivery, in addition to the shipping instructions requested above, the Contractor shall furnish the name of the Contractor's duly authorized agent(s) who will advise DNSC of the name(s) and provide a signature specimen of the employee(s) authorized to take delivery. The Contractor or its agent(s) shall acknowledge receipt at the storage location of the items hand-to-hand delivered by the Government.

- h.** Requests for shipment shall be for a minimum of one (1) entire contract line item and comply with the schedule outlined in **E.1.a.** Shipping instructions and information requested in paragraph e., above, are to be furnished to the following address:

Defense National Stockpile Center
ATTN: Diamond Contract Specialist
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5494

F.2 Insurance Requirements (APR 95)

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

- a.** Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b.** General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c.** Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (MAR 97)

- a.** Weight of record shall be used for the Government weight certificate and Outbound Storage Report. The weights of the material listed in Section **I.2**, are weights of record and will be used for payment purposes. Reweighing may be performed by the Government, at the Contractor's request, at the time of delivery.
- b.** Weight certificates shall be prepared by the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.

F.4 Weight Discrepancy (JAN 95)

It is recommended that the Contractor witness the weighing of material prior to shipment. No adjustment will be made on the certified Government weights after the shipment is made. The Contractor shall notify the Government at least 48 hours prior that they intend to have the material being delivered check weighed on the day of the scheduled shipment. The Contractor will designate the person(s) who will be their representative during the check weighing process.

F.5 Assumption of Risk and Disclaimer of Liability (JUL 97)

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material. The Government assumes no liability for any damages to the property of the Contractor or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Amendments and Modifications (JAN 95)

- a. Changes in terms and conditions of this Invitation shall be accomplished by written amendment only.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

G.2 Title (OCT 01)

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

G.3 Risk of Loss (JAN 98)

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

G.4 Limitation on Government's Liability (JAN 95)

- a. Except as provided in paragraph **b.** in any case where liability of the Government to the Contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.5 Protests (MAR 02)

Companies protesting any resultant sale under this solicitation may file a protest:

- 1) with the Contracting Officer (see paragraph **b.1**) , or
- 2) with the General Accounting Office (see paragraph **b.3**), or
- 3) Pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph **b.2**).

Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

PROCEDURES FOR FILING PROTESTS

a. Protests Based on Alleged Solicitation Improprieties

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening shall be filed prior to bid opening. In sales conducted on the basis of competitive proposals, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

b. Service of Protest

- (1) Protests for decision by the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C, Richard A. Talbott
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, VA 22060-6223

- (2) Protests for decision at a level above the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, VA 22060-6223

- (3) Protests for decision by the GAO shall be filed in writing at the following address:

General Counsel
Attn: Procurement Law Control Group
U.S. General Accounting Office
441 G Street, NW
Washington, DC 20548

A copy of any such protest shall be received by the Contracting Officer at the address in paragraph **c.1**, above, within one (1) day of filing the protest.

G.6 Disputes (FEB 01)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.
 - (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.
 - (2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-
 - (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
 - (3)
 - (i) If the Contractor is an individual, the certification shall be executed by that individual.
 - (ii) If the Contractor is not an individual, the certification shall be executed by -
 - (A). A senior company official in charge at the Contractor's plant or location involved; or
 - (B). An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by

which the decision will be made.

- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph **d(2)** of this clause, and executed in accordance with paragraph **d(3)** of this clause.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.7 Default (JUL 97)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 (ten) days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- (3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall

lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in Section **I.1 Sale of Government Property Bid and Award (JAN 01)**, the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.8 Termination for Convenience of the Government (DEC 97)

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

G.9 Excusable Delays (MAY 95)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the

contract shall be extended by the length of time during which the cause prevented performance under the contract.

- b.** This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if-
 - (1) the delay meets the criteria in paragraph **a.** above; and
 - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c.** The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.10 Setoff of Funds (APR 96)

The Contractor agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest or storage charges), arising out of this or any other transaction.

G.11 Indemnification Agreement (JAN 02)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, the Contractor's employees, or any person subject to the Contractor's control in connection with this contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, the Contractor's employees, or any person subject to the Contractor's control.

G.12 Covenant Against Contingent Fees (JAN 95)

- a.** The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b.** "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing

business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

- c. "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H - DEFINITIONS (JUN 95)

As used throughout this Invitation, the following terms shall have the meaning set forth below:

- a.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b.** The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

SECTION I - SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR BID, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THIS FISCAL YEAR THEN SUBMIT I.1, I.2, I.3, and I.4 ONLY:

I.1 Sale of Government Property Bid and Award (JAN 01)

I.2 Item Bid Page - DLA-Diamonds-011 (MAY 02)

I.3 Certificate of Independent Price Determination (JAN 01)

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JAN 01)

I.5 Type of Business Organization (APR 96)

I.6 Persons Authorized to Request Shipment of Material (FEB 98)

I.7 Bidder's Billing Address (JAN 01)

I.1 Quote/Award Form

QUOTE/AWARD FORM UNDER DLA-DIAMONDS-011		CONTRACT NUMBER SP0833- -S-		PAGE 1 of	
FROM: _____ _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: DIAMOND CONTRACTING OFFICER, DNSC-C2 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060 FAX: (703) 767-5494			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: (703) 767-5541		INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 3229 FORT BELVOIR, VA 22060		
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Invitation For Bids (IFB), DLA-DIAMONDS-011. In the event of a conflict between the terms of the IFB and the Sales Contract, the terms of the Sales Contract govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Units)	UNIT	UNIT PRICE	TOTAL
CONTRACTOR QUOTE:					
Quote was prepared in accordance with I.3 and I.4 of the solicitation _____		(Offeror's initials required)			
AWARD BY THE GOVERNMENT					
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR		ACCEPTANCE BY GOVERNMENT			
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:			DATE:
NAME/SIGNATURE OF CONTRACTOR					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)		NAME AND TITLE OF CONTRACTING OFFICIAL			
Telephone Number: _____		Name: _____			
Facsimile Number: _____		Title: _____			

1.2 Item Bid Page DLA DIAMONDS 011					
Item #	Lot No.	Description of Material	Quantity In Carats	Unit Price Bid Per Carat	Total
1	1A	CORE DRILLING STONES 20-40 PC	9,000.00	\$	\$
2	1B	CORE DRILLING STONES 20-40 PC	9,000.00	\$	\$
3	1C	CORE DRILLING STONES 20-40 PC	9,000.00	\$	\$
4	1D	CORE DRILLING STONES 20-40 PC	9,000.00	\$	\$
5	1E	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
6	1F	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
7	1G	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
8	1H	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
9	1I	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
10	1J	CORE DRILLING STONES 20-40 PC	1,500.00	\$	\$
11	1K	CORE DRILLING STONES 20-40 PC	1,500.00	\$	\$
12	1L	CORE DRILLING STONES 20-40 PC	1,500.00	\$	\$
13	1M	CORE DRILLING STONES 20-40 PC	1,500.00	\$	\$
14	1N	CORE DRILLING STONES 20-40 PC	1,500.00	\$	\$
15	1O	CORE DRILLING STONES 20-40 PC	1,000.00	\$	\$
16	1P	CORE DRILLING STONES 20-40 PC	1,000.00	\$	\$
17	1Q	CORE DRILLING STONES 20-40 PC	1,000.00	\$	\$
18	1R	CORE DRILLING STONES 20-40 PC	818.05	\$	\$
19	2A	CORE DRILLING STONES 10-20 PC	9,000.00	\$	\$
20	2B	CORE DRILLING STONES 10-20 PC	9,000.00	\$	\$
21	2C	CORE DRILLING STONES 10-20 PC	9,000.00	\$	\$
22	2D	CORE DRILLING STONES 10-20 PC	9,000.00	\$	\$
24	2F	CORE DRILLING STONES 10-20 PC	5,000.00	\$	\$
25	2G	CORE DRILLING STONES 10-20 PC	5,000.00	\$	\$
26	2H	CORE DRILLING STONES 10-20 PC	5,000.00	\$	\$
28	2J	CORE DRILLING STONES 10-20 PC	3,000.00	\$	\$
30	2L	CORE DRILLING STONES 10-20 PC	2,500.00	\$	\$
31	2M	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
32	2N	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
35	2Q	CORE DRILLING STONES 10-20 PC	1,000.00	\$	\$
37	2S	CORE DRILLING STONES 10-20 PC	513.40	\$	\$
49	4A	TOOL STONES 1.50 CT	177.00	\$	\$
63	6A	GRIND WHEEL DRESS 1.00 PC	5,000.00	\$	\$
64	6B	GRIND WHEEL DRESS 1.00 PC	3,000.00	\$	\$
65	6C	GRIND WHEEL DRESS 1.00 PC	3,000.00	\$	\$
66	6D	GRIND WHEEL DRESS 1.00 PC	1,500.00	\$	\$
67	6E	GRIND WHEEL DRESS 1.00 PC	1,500.00	\$	\$
68	6F	GRIND WHEEL DRESS 1.00 PC	1,500.00	\$	\$
69	6G	GRIND WHEEL DRESS 1.00 PC	1,000.00	\$	\$
70	6H	GRIND WHEEL DRESS 1.00 PC	1,000.00	\$	\$
71	6I	GRIND WHEEL DRESS 1.00 PC	1,000.00	\$	\$
72	6J	GRIND WHEEL DRESS 1.00 PC	534.60	\$	\$

1.2 Item Bid Page DLA DIAMONDS 011					
Item #	Lot No.	Description of Material	Quantity In Carats	Unit Price Bid Per Carat	Total
73	7A	GRIND WHEEL DRESS 1.50 PC	5,000.00	\$	\$
74	7B	GRIND WHEEL DRESS 1.50 PC	3,000.00	\$	\$
75	7C	GRIND WHEEL DRESS 1.50 PC	1,500.00	\$	\$
76	7D	GRIND WHEEL DRESS 1.50 PC	1,500.00	\$	\$
77	7E	GRIND WHEEL DRESS 1.50 PC	1,500.00	\$	\$
78	7F	GRIND WHEEL DRESS 1.50 PC	1,000.00	\$	\$
79	7G	GRIND WHEEL DRESS 1.50 PC	527.80	\$	\$
80	8A	FLATS 3 PC & SM	9,000.00	\$	\$
81	8B	FLATS 3 PC & SM	5,000.00	\$	\$
82	8C	FLATS 3 PC & SM	3,000.00	\$	\$
83	8D	FLATS 3 PC & SM	1,500.00	\$	\$
84	8E	FLATS 3 PC & SM	1,500.00	\$	\$
85	8F	FLATS 3 PC & SM	1,500.00	\$	\$
86	8G	FLATS 3 PC & SM	732.65	\$	\$
87	9A	CARBONS 2-4 PC	5,000.00	\$	\$
88	9B	CARBONS 2-4 PC	3,000.00	\$	\$
89	9C	CARBONS 2-4 PC	3,000.00	\$	\$
90	9D	CARBONS 2-4 PC	3,000.00	\$	\$
91	9E	CARBONS 2-4 PC	1,500.00	\$	\$
92	9F	CARBONS 2-4 PC	1,500.00	\$	\$
93	9G	CARBONS 2-4 PC	1,500.00	\$	\$
94	9H	CARBONS 2-4 PC	1,000.00	\$	\$
95	9I	CARBONS 2-4 PC	902.25	\$	\$
130	12A	CORE DRILLING STONES 3-10 PC	9,000.00	\$	\$
131	12B	CORE DRILLING STONES 3-10 PC	9,000.00	\$	\$
132	12C	CORE DRILLING STONES 3-10 PC	9,000.00	\$	\$
133	12D	CORE DRILLING STONES 3-10 PC	9,000.00	\$	\$
134	12E	CORE DRILLING STONES 3-10 PC	9,000.00	\$	\$
135	12F	CORE DRILLING STONES 3-10 PC	5,000.00	\$	\$
136	12G	CORE DRILLING STONES 3-10 PC	5,000.00	\$	\$
137	12H	CORE DRILLING STONES 3-10 PC	5,000.00	\$	\$
138	12I	CORE DRILLING STONES 3-10 PC	5,000.00	\$	\$
139	12J	CORE DRILLING STONES 3-10 PC	3,000.00	\$	\$
140	12K	CORE DRILLING STONES 3-10 PC	3,000.00	\$	\$
141	12L	CORE DRILLING STONES 3-10 PC	3,000.00	\$	\$
142	12M	CORE DRILLING STONES 3-10 PC	3,000.00	\$	\$
143	12N	CORE DRILLING STONES 3-10 PC	1,500.00	\$	\$
144	12O	CORE DRILLING STONES 3-10 PC	1,500.00	\$	\$
145	12P	CORE DRILLING STONES 3-10 PC	1,500.00	\$	\$
146	12Q	CORE DRILLING STONES 3-10 PC	1,500.00	\$	\$
147	12R	CORE DRILLING STONES 3-10 PC	1,000.00	\$	\$
148	12S	CORE DRILLING STONES 3-10 PC	1,000.00	\$	\$
149	12T	CORE DRILLING STONES 3-10 PC	1,000.00	\$	\$

1.2 Item Bid Page DLA DIAMONDS 011					
Item #	Lot No.	Description of Material	Quantity In Carats	Unit Price Bid Per Carat	Total
150	13A	CORE DRILLING STONES 10-20 PC	3,000.00	\$	\$
151	13B	CORE DRILLING STONES 10-20 PC	3,000.00	\$	\$
152	13C	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
153	13D	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
154	13E	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
155	13F	CORE DRILLING STONES 10-20 PC	1,500.00	\$	\$
156	13G	CORE DRILLING STONES 10-20 PC	1,000.00	\$	\$
157	13H	CORE DRILLING STONES 10-20 PC	1,000.00	\$	\$
158	13I	CORE DRILLING STONES 10-20 PC	1,000.00	\$	\$
159	14A	CORE DRILLING STONES 20-40 PC	5,000.00	\$	\$
160	14B	CORE DRILLING STONES 20-40 PC	3,000.00	\$	\$
161	14C	CORE DRILLING STONES 20-40 PC	1,000.00	\$	\$
162	15A	GRIND WHEEL DRESS .25 CT	9,000.00	\$	\$
163	15B	GRIND WHEEL DRESS .25 CT	9,000.00	\$	\$
164	15C	GRIND WHEEL DRESS .25 CT	9,000.00	\$	\$
165	15D	GRIND WHEEL DRESS .25 CT	9,000.00	\$	\$
166	15E	GRIND WHEEL DRESS .25 CT	5,000.00	\$	\$
167	15F	GRIND WHEEL DRESS .25 CT	5,000.00	\$	\$
168	15G	GRIND WHEEL DRESS .25 CT	5,000.00	\$	\$
169	15H	GRIND WHEEL DRESS .25 CT	5,000.00	\$	\$
170	15I	GRIND WHEEL DRESS .25 CT	3,000.00	\$	\$
171	15J	GRIND WHEEL DRESS .25 CT	3,000.00	\$	\$
172	15K	GRIND WHEEL DRESS .25 CT	3,000.00	\$	\$
173	15L	GRIND WHEEL DRESS .25 CT	1,500.00	\$	\$
174	15M	GRIND WHEEL DRESS .25 CT	1,500.00	\$	\$
175	15N	GRIND WHEEL DRESS .25 CT	1,500.00	\$	\$
176	15O	GRIND WHEEL DRESS .25 CT	1,000.00	\$	\$
177	15P	GRIND WHEEL DRESS .25 CT	1,000.00	\$	\$
178	15Q	GRIND WHEEL DRESS .25 CT	1,000.00	\$	\$
179	15R	GRIND WHEEL DRESS .25 CT	1,000.00	\$	\$
180	16A	GRIND WHEEL DRESS .50 CT	1,500.00	\$	\$
181	16B	GRIND WHEEL DRESS .50 CT	1,000.00	\$	\$
182	17A	GRIND WHEEL DRESS .75 CT	1,500.00	\$	\$
183	17B	GRIND WHEEL DRESS .75 CT	1,000.00	\$	\$
184	18A	GRIND WHEEL DRESS 2.00 CT	1,000.00	\$	\$

1.2 Item Bid Page DLA DIAMONDS 011					
Item #	Lot No.	Description of Material	Quantity In Carats	Unit Price Bid Per Carat	Total
185	19A	FLATS 3 PC & SM	5,000.00	\$	\$
186	19B	FLATS 3 PC & SM	3,000.00	\$	\$
187	19C	FLATS 3 PC & SM	3,000.00	\$	\$
188	19D	FLATS 3 PC & SM	1,500.00	\$	\$
189	19E	FLATS 3 PC & SM	1,000.00	\$	\$
					\$
		TOTAL QUANTITY	412,205.75		
				Total Bid Price:	
Company Name:					
Name & Title:					
Signature:					
Date:					

I.3 Certificate of Independent Price Determination (JAN 01)

- a. The bidder certifies that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an bid, or (iii) the methods or factors used to calculate the prices bid;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid invitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- b. Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder's organization responsible for determining the prices being bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)**, above

(Insert full name of person(s) in the bidder's organization responsible for determining the prices bid, and the title of his or her position in the bidder's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.
- c. If the bidder deletes or modifies subparagraph **a.(2)** above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01)

- a. (1) The Bidder certifies, to the best of its knowledge and belief, that -
- (i) The Bidder and/or any of its Principals -
 - (A). Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B). Have ☐ have not ☐, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C). Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.
 - (D). Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
 - (E). Have ☐ have not ☐ within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
 - (ii) The Bidder has ☐ has not ☐, within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Bidder answers affirmatively to anything in **a.(1)**, above, the Bidder shall include in its bid an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification

may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder non-responsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

I.5 Type of Business Organization (APR 96)

The Bidder represents that--

- a. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b. If the Bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in _____ (country)
- c. If the Bidder is a corporation, it is ☐ independent (not owned or controlled by another company), ☐ owned or controlled by _____ corporation company registered for business in _____ (state/country).
- d. If the Bidder is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____
- e. The Bidder agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Persons Authorized to Request Shipment of Material (JAN 01)

The Bidder shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section **J.2 Shipping Instructions (JAN 01)**:

_____ Typed Name	_____ Title
_____ Signature	_____ Telephone
_____ Typed Name	_____ Title
_____ Signature	_____ Telephone
_____ Typed Name	_____ Title
_____ Signature	_____ Telephone

I.7 Bidder's Billing Address (NOV 00)

The Bidder shall provide its billing address and billing facsimile number below:

SECTION J - LIST OF ATTACHMENTS

J.1 STORAGE LOCATION

J.2 SHIPPING INSTRUCTIONS (JAN 01)

J.3 FEDWIRE PROCEDURES

J.1 Storage Location

DNSC Industrial Diamonds are stored at the following location:

First National City Bank (Citibank) Vault
640 Fifth Avenue
New York, NY 10019

To make an appointment to inspect the diamonds, please contact:

Mr. Vincent Cangro
DNSC-O, Directorate of Stockpile Operations
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223

Telephone: (703) 767-6518
Facsimile: (703) 767-7608

Shipping Request Number: _____

J.2 Shipping Instructions (MAR 02)

1. a. Contractor: _____
b. Point of Contact: _____ c. Telephone No.: _____
2. a. DNSC Contract No.: _____ b. Commodity: _____
3. Item/Pile: _____
4. Depot: _____
5. a. Quantity: _____
b. Unit Price: _____ c. Total Dollar Value: _____
6. Shipping Method: _____
7. a. Carrier Name: _____
b. Point of Contact: _____ c. Telephone No.: _____
8. Date Shipment Desired: _____
9. Ship To: _____

10. Remarks: _____

11. Authorized Personnel to Request Shipment of Material:

Name (Printed)

Signature

Date

J.3 Fedwire Procedures

The Sender should use a bank that offers wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

1. Treasury Dept. Code – Routing No. to the Treasury
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –
MUST APPEAR EXACTLY AS SHOWN BELOW
TREAS NYC/(CTR/BNF=/AC-00006355)
4. Third Party Information – Purchaser’s Name, Commodity, and Contract Number.